

Revised for  
Second Reading  
December 5, 2006

ORDINANCE NO. 06-25

AN ORDINANCE OF THE CITY OF KEY WEST,  
FLORIDA, AMENDING CHAPTER 22 OF THE CODE  
OF ORDINANCES ENTITLED "CEMETERIES" BY  
REPEALING EXISTING SECTIONS 22-1 THROUGH  
AND INCLUDING 22-64; BY REPLACING THEM  
WITH A REVISED SET OF REGULATIONS SETTING  
FORTH OPERATING, INTERMENT AND OTHER  
PROCEDURES AT THE CITY OF KEY WEST  
CEMETERY, THEREBY ADDING SECTIONS 22-1  
THROUGH AND INCLUDING 22-87; PROVIDING  
FOR SEVERABILITY; PROVIDING FOR REPEAL OF  
INCONSISTENT PROVISIONS; PROVIDING FOR AN  
EFFECTIVE DATE

WHEREAS, the City of Key West operates a cemetery in the  
Historic District, for which it has a governing set of regulations;  
and

WHEREAS, the City Sexton, in consultation with others, has  
recommended a revision of these governing regulations in order to  
modernize them and make them consistent with current practices and  
procedures; and

WHEREAS, the City Commission finds that a repeal of existing  
Chapter 22 of the Code of Ordinances and adoption of a new Chapter  
22 would serve to promote the health, safety and welfare of the  
citizens of Key West;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF KEY WEST,  
FLORIDA:

Section 1: That existing Chapter 22 of the Code of Ordinances entitled "Cemeteries" is hereby repealed.

Section 2: That a revised Chapter 22, in the separate sections set forth below, is hereby added to the Code of Ordinances as follows:

**Article I. In General.**

**Sec. 22-1. Definitions.**

*Cemetery* shall mean both the Historic Key West Cemetery located at 701 Passover Land and the Peary Court Military Cemetery located along White Street.

*Grave* shall mean an area, typically four feet wide by eight feet long, of allocated ground to be used for burial.

*Lot* or *plot* shall mean more than one grave or vault grouped together.

*Management* shall mean the City of Key West.

*Mausoleum* shall mean a structure built according to section 430 of the Florida Building Code.

*Memorial* shall mean a marker, headstone, footstone, vault or niche plate. Memorial also may include an emblem, cameo or statuary.

*Monument* shall mean a memorial of granite or other approved stone that extends above the surface of the ground or is placed on a vault.

*Niche* shall mean a structure built to hold the ashes of a deceased.

*Section* shall mean a geographical area or subdivision within the cemetery.

*Sexton* shall mean the city associate designated to represent management.

*Vault* shall mean a structure built to hold a casket.

#### **Sec. 22-2. Admission and conduct.**

Admission is open to the public, subject to the restrictions of this chapter. Management reserves the right to refuse admission to anyone not a lot owner, relative of a person interred, or a family friend in the cemetery. No one shall walk on, sit on, stand on or lie on a grave or a vault.

#### **Sec. 22-3. Duties of sexton and staff.**

(a) The sexton, cemetery crew and office staff are vested with authority to enforce the regulations of this chapter. They shall enforce all rules and regulations as embodied in the ordinance sections. All burials, processions, monument dealers, vault contractors, funeral directors (and their employees), and the public are subject to this authority.

(b) It shall be the duty of the city cemetery sexton to:

- (1) Superintend the operational, maintenance and construction work to be performed in the city cemetery;
- (2) Have charge of the burial plots, location of burial lots and the directing and placing of bodies in the lots;
- (3) Perform all other duties in connection with the superintending of all work in the cemetery as required by the city manager.

**Sec. 22-4. Areas of travel.**

All persons shall use only the avenues, streets and designated pedestrian pathways of the cemetery.

**Sec. 22-5. Children.**

Management reserves the right to exclude children under fifteen (15) years of age unless under adult supervision

**Sec. 22-6. Flowers, etc.**

All persons are prohibited from gathering flowers, either wild or cultivated, or taking or otherwise damaging trees, shrubbery or plants, unless approved by management.

**Sec. 22-7. Refreshments.**

No person shall be permitted to have food or beverages within the cemetery, except as authorized by management.

**Sec. 22-8. Rubbish.**

It is prohibited to throw rubbish anywhere within the cemetery, except into trash receptacles.

**Sec. 22-9. Vehicles and bicycles.**

(a) Except for vehicles driven by cemetery employees, automobiles and other vehicles shall not exceed five (5) miles per hour and shall use only the designated roadways of the cemetery. Motorcycles and scooters are not permitted within the cemetery.

(b) All cars, trucks, ~~scooters~~, specialty vehicles and bicycles must stay on cemetery streets. No vehicles or bicycles of any type may be used on pathways or among grave sites.

**Sec. 22-10. Peddling or soliciting.**

The peddling of flowers or plants and the solicitation or sale of any commodity are prohibited within the confines of the cemetery. For-profit tours are not permitted within the cemetery.

**Sec. 22-11. Firearms.**

No firearms shall be permitted within the cemetery except with permission from the management; provided, however, that a

police officer on duty may carry a firearm into the cemetery. Honor guard rifle teams for military or law enforcement burials are exempt from this regulation.

**Sec. 22-12. Notice and advertisements.**

No signs or notices of advertisements of any kind shall be permitted in the cemetery unless placed by management.

**Sec. 22-13. Pets, animals.**

Pets and other animals shall not be permitted within the cemetery. Pets and animals shall not be fed in the cemetery.

**Sec. 22-14. Smoking.**

Smoking in the cemetery is prohibited except in designated areas.

**Sec. 22-15. Cemetery hours.**

The cemetery shall be open every day from 7:00 a.m. to 6:00 p.m., eastern standard time; and from 7:00 a.m. to 7:00 p.m., daylight savings time. Unless authorized by the city manager or city sexton, a person who is in the cemetery beyond these hours of operation shall commit a trespass.

**Sec. 22-16. Use as thoroughfares.**

It shall be unlawful for any person to use the streets and avenues within the city cemetery as thoroughfares or as a place for conducting business, when such use is not in connection with a bona fide visit to the cemetery; or in connection with the performance of work or duty therein as authorized by the city manager or his/her designee.

**Sec. 22-17. Removal of material.**

No rock, dirt, sand or loam excavated from within the limits of the city cemetery shall be removed outside of the limits of the city cemetery, and the removal of such material outside of such limits is declared to be unlawful.

**Article II. Interment.**

DIVISION 1. GENERAL

**Sec. 22-18. Lot prices.**

The city manager or his/her designee shall supervise the setting of prices of all lots contained in the cemetery that are owned and controlled by the city, and shall furnish the sexton with a list of prices so fixed.

**Sec. 22-19. Transit permit required.**

No person shall be interred in the city cemetery without the sexton first being furnished with the proper Key West cemetery forms and a State of Florida transit permit or a certificate of cremation.

**DIVISION 2. CONSTRUCTION PERMIT**

**Sec. 22-20. Permit required.**

It shall be unlawful for any person to dig grave spaces or build, repair, construct, place, replace or remove grave markers, monuments, tombstones, walls or fences without first applying to the city Sexton and obtaining from him/her a written permit granting permission to such application to perform the proposed work.

**Sec. 22-21. Application.**

Every application for the permit required by section 22-20 shall be in writing and shall identify the cemetery lot at which the proposed work is to be done and shall describe the type of work proposed. There shall be no charge for issuance of the permit. The city sexton shall issue or deny the permit within eight (8) hours of receipt of the application.



**Sec. 22-22. Records.**

The city manager or his designee shall furnish the city sexton with the administrative supplies necessary to enable the sexton to perform his or her duty properly in the issuance of permits required by section 22-20.

**Sec. 22-23. Denial; appeal.**

If the city sexton declines to issue a permit to an applicant seeking to obtain permission to perform certain work in the city cemetery, such applicant, within five days of the denial, may apply to the city manager in writing for a decision to determine if such permit should be granted. The applicant shall be entitled to notice and an opportunity to be heard. The decision of the city manager shall constitute final agency action.

DIVISION 3.

RULES AND REGULATIONS PERTAINING TO  
FUNERAL DIRECTORS AND BURIALS

**Sec. 22-24. Funeral arrangements.**

Unless special permission is given by the cemetery sexton (with particular regard to religious burial traditions) arrangements for burial must be made at least forty-eight (48)

hours in advance of the hour set for the funeral services at the cemetery. More time may be required due to difficult surface, sub-surface or weather conditions.

**Sec. 22-25. Permit required.**

No body will be interred until required permits and other authorizations as management may require have been presented to the sexton. Management shall not bear responsibility for the authenticity of any permit nor for the identity of the deceased.

**Sec. 22-26. Time of funerals.**

The cemetery's ordinary hours for burials are from 9:00 a.m. until 4:00 p.m., Monday through Friday, excluding holidays. Management may allow a burial arriving at the cemetery after 4:00 p.m. or one that is scheduled for a Sunday or holiday, subject to the approval of the sexton and the payment of additional overtime charges. Management may postpone the time of a burial if too many funeral processions arrive at the same time or because of inclement weather conditions or because of other conditions beyond the control of management. The sexton shall have the right to limit funeral services to a reasonable length of time.

**Sec. 22-27. Charges for interment services, etc.**

All grave or vault openings and other service charges must be paid for in advance according to a fee schedule in the sexton's office.

**Sec. 22-28. Charges against plot or vault.**

No grave or vault will be opened unless all outstanding charges against the plot, vault or niche owner have been paid in full or other arrangement for payment satisfactory to management has been made.

**Sec. 22-29. Mistakes in information.**

Management is not responsible for mistakes in transmission or reception of telephone messages or for any mistakes occurring from the want of precise and proper instructions as to the particular space, size and location of a plot, vault or niche where interment is desired.

**Sec. 22-30. Services performed by cemetery personnel.**

Only cemetery personnel are authorized to dig graves. City-built vault or niche openings and closings must be performed by cemetery personnel. The breaking and removal of copings and foundations must be performed by cemetery personnel.

**Sec. 22-31. Caskets.**

Caskets to be placed in the cemetery must be a minimum of twenty gauge metal and gasketed. Each casket must have a casket tray for burial in vaults above ground. Wooden caskets are permitted only for the burial of Jewish persons.

**Sec. 22-32. Embalmed.**

All above ground burials in vaults must be embalmed.

**Sec. 22-33. Errors may be corrected.**

Management reserves the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the inscription or installation of memorials, or in the description, transfer or conveyance and substituting of another interment plot of equal value and similar location, either by correcting such error or by refunding the amount of money paid on account of the purchase.

In the event such error shall involve the interment of remains of any person, management reserves the right to remove and transfer such remains so interred to the correct location or such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Management shall also have the right to correct any inscription errors, including

incorrect name or date either on a memorial nameplate, urn or other item.

**Sec. 22-34. Delays in interment caused by protest.**

Management shall not be liable for any delay in an interment where a protest to the interment has been made, or where the cemetery regulations have not been complied with. Management may require any protest or settlement to be in writing and filed in the city manager's office of the City of Key West. Management may require that a bond in an amount determined by management be provided by the protesting party to protect management from any claim by any person asserting injury or loss as a result of such delay or protest.

**Sec. 22-35. Disinterments and removals.**

Disinterments and removals shall be performed by a licensed funeral director and shall be performed only upon presentation of proper legal authority. Disinterments made on weekends or holidays incur overtime charges. No one other than authorized management personnel shall be permitted to attend a disinterment or removal; provided, however, that the family of the deceased may be represented at a disinterment by a licensed funeral director.

**Sec. 22-36. Care in removal.**

To the extent that management becomes involved in a disinterment or removal, it shall exercise due care, but it shall not be liable for damage to any casket, burial case, vault, niche or urn as a result of the disinterment or removal.

**Sec. 22-37. Authorization for burial.**

Prior to permitting any interment or entombment, management shall require written authorization duly executed by the plot, lot, grave, vault or niche owner or his or her legal representative, on a form provided by management.

**Sec. 22-38. Holidays.**

No interments, disinterments, removals, cremations, or interment services shall be permitted on any of the following holidays: New Year's day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day, and other such holidays as shall be added from time to time. The city manager may make exceptions.

**Sec. 22-39. Multiple burials.**

Grave or lot owners may bury a maximum of a double depth vault below ground and a maximum of three vaults above ground. A mausoleum with acceptable engineering drawings may be built to a

level of four vaults above ground in accordance with section 430 of the Florida Building Code.

**Sec. 22-40. Subject to laws.**

In addition to being subject to these regulations, all interments, disinterments, and removals are subject to all pertinent laws of local, state and federal governments.

**Sec. 22-41. Vaults.**

Underground vaults (UGV) and above ground vaults (AGV) must meet or exceed the recommend industry standards as follows:

(a) Underground vault - UGV. The burial vault shall be constructed and sealed so as to withstand all anticipated loads considering all local conditions, as follows:

1. The bottom shall be concrete to prevent liquid seepage.
2. The burial vault shall have adequate reinforcing sufficient to prevent the collapse of the burial vault.

(b) Above ground vault - AGV. The vault shall be constructed to withstand all anticipated loads considering all local conditions, as follows:

1. The vault shall have adequate reinforcing sufficient to prevent the collapse of the vault.

2. The vault front must be caulked in addition to the use of cement to seal the front.

3. The bottom of the vault front (the lip) shall be constructed with a slight downward angle to facilitate drainage of water.

4. Vaults and grave sites shall be painted white or gray compatible with surrounding vaults.

5. Vault and grave sites shall not obstruct interments in adjacent lots.

#### **Sec. 22-42. Vault contractors.**

(a) A burial vault contractor, vault dealer or manufacturer or other person, firm or corporation, in order to perform services in connection with a vault installation at the Key West cemetery, must obtain a working certificate by submitting, in writing, a resume stating its, or his or her qualifications, including experience in this field within the preceding five (5) years and a showing of proof that the vault contractor has the necessary equipment to carry out the work to be performed and is able to and will comply with all city of Key West and cemetery requirements. The vault contractor shall include with the resume the vault contractor's understanding of OSHA requirements relating to the installation of burial vaults, which



interpretation shall be subject to review by the sexton.

Contractors must be certified by the city of Key West.

(b) Management reserves the right to deny anyone the privilege of a working certificate if the criteria set forth in subsection (a) are not met. A charge for such certificate will be made to new applicants. Vault contractors performing work in the cemetery as of the effective date of this section 22-42 are grandfathered and a list of them shall be maintained in the sexton's office. The working certificate maybe revoked at any time by management for failure to comply with these rules or if the vault contractor's activities in any other cemetery are (in management's opinion) dangerous or inconsistent with proper respect to the cemetery or any decedent.

(c) A vault contractor shall submit an insurance certificate from a reputable insurance company licensed to do business in Florida. The certificate must specify the city of Key West as named insured.

(d) A vault contractor's use of mechanical carriers or equipment may be limited when weather conditions, the conditions of the ground or other reasonable criteria in the sole judgment of the sexton, make it advisable that such mechanical carriers or equipment not be used. It is the vault contractor's responsibility to have adequate personnel available. The problems presented by wet ground are within the responsibility of

the vault contractor who should be familiar with the burial site to address such conditions.

(e) When the burial service has been completed, it is the responsibility of the vault contractor to have personnel available to close the vault, seal the vault if necessary and clean up the debris.

(f) Because the primary responsibility for the conduct of the funeral service is that of management, a vault contractor is subject to all reasonable directions given by the sexton or assigned cemetery staff.

(g) Management has the right to suspend any operation that in its judgment is unsafe. If the sexton determines that a person, crew or a machine is unfit for work in the cemetery, the vault contractor shall immediately remove that person, crew or machine from the cemetery.

(h) Vault contractors shall not solicit services from cemetery employees other than through the cemetery management.

(i) Management shall apply these regulations uniformly to all vaults installed in the cemetery and shall not give preference to any vault contractor, manufacturer or dealer.

#### **Sec. 22-43. Movement of memorials for interment.**

If a memorial on or near the space to be used for interment impedes the interment, such memorial shall be moved by the owner.

Management is not liable for any damage to a memorial moved to accommodate an interment.

**Sec. 22-44. Ingress and egress.**

Management reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots and all lawn areas for the purpose of passage to and from other lots and areas of the cemetery.

DIVISION 4.

INTERMENT RIGHTS OF PLOT OWNERS

**Sec. 22-45. Plot conveyance.**

All plots conveyed to individuals are presumed to be owned by the person named in the instrument of conveyance and all plots conveyed to husband and wife are held as tenants by the entirety.

**Sec. 22-46. Right of spouse.**

Except as provided in section 22-47, the spouse of an owner of any plot containing more than one interment space has a vested right of interment of his or her remains in the plot; and any person thereafter becoming the spouse of the owner has a vested

right of interment of his or her remains in the plot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

**Sec. 22-47.    Limitation on conveyance.**

A conveyance by the owner without the written consent or joinder of the spouse of the owner divests the spouse of a vested right of interment. A final decree of divorce terminates a vested right of interment unless otherwise provided in the decree.

It shall be the responsibility of the owner to provide management with adequate proof of any change in ownership due to a final decree of divorce. In the absence of such proof and until it is furnished to management, the interment rights of the original owner shall remain unchanged. Management shall not rely on oral representations as proof of a change in ownership due to a final decree of divorce.

**Sec. 22-48.    Joint tenants.**

In a conveyance to two or more persons as joint tenants, each joint tenant has a vested right of interment in the plot conveyed. A joint tenancy must be expressly created.

**Sec. 22-49. Rights of survivorship to joint tenant.**

Upon the death of a joint tenant, the title of the plot held in joint tenancy immediately vests in the survivor(s), subject to the vested right of interment of the remains of the deceased joint tenant (and his or her spouse if there are sufficient spaces to permit burial of all surviving joint tenants).

**Sec. 22-50. Waiver or right of interment.**

A vested right to interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.

**Sec. 22-51. Affidavit sufficient.**

An affidavit by a person having knowledge of the facts, which sets forth the facts of the death of the owner and the names of the person or persons entitled to the use of the plot, is complete authorization to management to permit the use of the unoccupied portions of a plot by the person entitled to use it.

**Sec. 22-52. Identity of surviving joint tenants.**

An affidavit by any person having knowledge of the facts, which sets forth the fact of death of one joint tenant and establishes the identity of the surviving joint tenant named in the deed to any plot, when filed with management, is complete

authorization to management to permit the use of the unoccupied portion of the plot in accordance with the directions of the surviving joint tenants or their successors in interest.

**Sec. 22-53. Designation of authorized persons.**

When there are several owners of a plot or the rights of interment in it, they may designate one or more persons to represent the plot and file written notice of designation with management. In the absence of such notice or of a written objection to it, management is not liable to any owner for interring or permitting any interment in the plot upon the request of direction of any co-owner of the plot.

**Sec. 22-54. Right of interment.**

A deceased may be interred in a space occupied by another family member. Only the Olivia Mausoleum permits more than one burial in the double companion vaults.

**Sec. 22-55. Right of interment in family plot.**

In the absence of (i) a specific request by will or deed of Trust (but not by any residuary clause contained therein), or (ii) a conveyance of interment rights during the owner's lifetime in a family plot, one grave may be used for the owner's interment; one for the owner's surviving spouse, if any; and in

those remaining, if any, the parents and children of the deceased owner in order of death may be interred without the consent of any person claiming any interest in the plot.

**Sec. 22-56. Rights of interment if no parent or child survives.**

If no parent or child survives, the right of interment goes in the order of death, first to the spouse of any child of the record owner and, second in the order of death to the next heirs at law of the owner as if there were an intestacy. If such heir at law has been buried in the plot, then the spouse of any such heir at law may be interred next.

**Sec. 22-57. Waiver of rights.**

Any surviving spouse, parent, child or heir who has a right of interment in a family plot may waive such right in favor of any other relative or spouse of a relative of either the deceased owner or of his spouse, and upon such waiver the remains of the person in whose favor the waiver is made may be interred in the plot.

**Sec. 22-58. Insufficient number of graves.**

If the number of persons having rights of interment in a plot exceeds the number of graves (or interment rights if

multiple depth and/or height burials are permitted), then the persons having the interment rights shall be entitled to be buried in the plot in the order of their deaths until all graves are used.

## DIVISION 5

### CONTROL OF WORK BY MANAGEMENT

#### **Sec. 22-59 Cemetery management must direct and may remove improvement.**

All improvements or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of management.

Should improvements or alterations be made without with management's consent, management shall have the right to remove, alter or change any such improvements or alterations at the expense of the plot owner. Management shall have the authority to remove all improvements, floral designs, weeds, flowers, trees, shrubs or plants of any kind from the cemetery when, in the sole judgment of management, they become unsightly, dangerous, detrimental or diseased. Management shall not be responsible for plants of any kind damaged by the elements, thieves, vandals, or by other reasons beyond its control. Management reserves the right to deny the removal of any flower,



floral design, tree, shrub or plant of any kind. No planting may be made except as directed by management.

Management makes no representation that any improvement, tree, shrub, or planting it makes or installs is permanent and it reserves the right to remove any improvement, tree, shrub, or planting and not replace it, at its sole discretion.

**Sec. 22-60. Performance of work by management.**

In order to ensure the quality of the work and to minimize interference with the peacefulness of the grounds, unless otherwise approved by management under such reasonable conditions as it shall impose, all work incidental or connected with the digging of graves, breaking of foundations, breaking of copings, or opening of city-built vaults and mausoleums, shall be done, and performed by management and management shall be entitled to receive and to collect from the plot owner, in advance, the prices or charges therefor in accordance with the schedule of charges posted in the sexton's office that are in effect at the time any such work is ordered.

**Sec. 22-61. Performance of grave openings, etc.**

All grave openings, grave fillings, and disinterments must be performed under supervision of management.

**Sec. 22-62. Management may charge for unusual repairs necessitated by acts of God, etc.**

In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze, or concrete work on any section or plot, crypt, niche or any portion thereof in the cemetery, mausoleum or columbarium, that has been damaged by the elements, deterioration due to the passage of time, an act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, insurrections, riots, or by the order of any military or civil authority, management shall give ten (10) days' written notice via certified mail of the necessity for such repair to the plot owner of record. The notice shall be given by depositing the same in the United States mail, addressed to the plot owner of record at his or her address stated in the records of management. In the event that the plot owner fails to repair the damage within a reasonable time, management may direct that the repairs be made and charge the expense against the plot and to the plot owner of record.

**Sec. 22-63. Plot owner must notify management.**

(a) It shall be the duty of the plot owner to notify management of any change in his or her mailing address. Notice sent to a plot owner at the last address on file in the office of the management shall be considered sufficient and proper legal notification.

(b) It shall be the duty of the plot owner to notify management of a change in plot ownership.

### **Article III. Memorials.**

#### **Sec. 22-64. Memorials, personal property.**

All memorials installed or placed in the cemetery shall remain the personal property of the person who purchased the memorial. At no time shall any memorial become the property of management, nor shall management be responsible for insuring the memorial.

#### **Sec. 22-65. Theft or damage.**

The city of Key West shall not be responsible for theft of or damage to any article or personal property placed on graves or elsewhere in the cemetery.

#### **Sec. 22-66. Approval of design.**

So that all memorials shall be in good taste and add to the beauty of the cemetery, it is necessary that management retain authority to reject any plan or design for a memorial which, on account of size, design or inscription, is unsuitable to the plot on which it is to be placed. If the plan for the memorial is rejected, such rejection shall be made to the memorial

designer/contractor within ten (10) working days and an explanation given.

**Sec. 22-67. Permit required.**

For the protection of all plot owners, it is necessary that persons erecting, cleaning or repairing memorials obtain a permit, and in doing such work, comply with the reasonable direction of management.

**Sec. 22-68. Work to stop during funeral.**

All work of any description shall cease while a interment or disinterment is being conducted.

**Sec. 22-69. Right to stop work.**

Management reserves the right to stop all work of any nature, whatsoever if in its opinion, proper preparations therefore have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such manner as to threaten life or property; or when the monument dealer has or appears to have made a misrepresentation; or when any reasonable request on the part of management is disregarded; or when any person employed on the work has violated any rule of management (in which case only the person so involved shall be restricted).

**Sec. 22-70. Management not responsible for memorial dealers.**

In no case shall management be responsible for any defect or damage of any memorial whether due to design, manufacture, inherent defect, nature of material, actions of vandals, acts of God or other cause beyond the control of management.

**Sec. 22-71. Times for setting memorials.**

No memorial settings will be allowed when the cemetery is closed.

**Sec. 22-72. Clean plots required.**

Plots must be left clean after a memorial is set or inscribed.

**Sec. 22-73. Prohibited items.**

The placing of boxes, chairs, couches, glass, wood or iron cases and similar articles upon plots is prohibited. If so placed, management may remove them.

**Sec. 22-74. Right to remove.**

Should any memorial, vault or mausoleum become unsightly or dilapidated, management shall have the right, at the expense of

the lot owner and after written notice, either to correct the condition or to remove same.

**Sec. 22-75. Written order required to remove a memorial.**

No memorial shall be removed from the cemetery unless a written order of the plot owner or the legal representatives is presented to management's office and permission is granted by management.

**Sec. 22-76. Right to correct errors.**

Management shall not be liable for defective workmanship, defective material, incorrect inscriptions, or incorrect locations, furnished or performed by management, in connection with memorials, monuments, or foundations.

**Sec. 22-77. Private mausoleums & tombs.**

(a) Mausoleums or tombs, either wholly or partially above ground, shall be constructed only in lot(s) belonging to the lot owner and shall be built of first grade material similar in all respects to stone used in other memorials within the cemetery. They must not interfere with or obstruct interments within adjacent lots.

(b) Plans and specifications shall be subject to the approval of management. Plans must include architectural

drawings and engineering specifications which must be approved by the city of Key West building department.

**Sec. 22-78.    Damaged memorials.**

Management expressly disclaims all responsibility for loss, or damage from causes beyond its control to any memorial, monument, bronze, foundation or mausoleum, and specifically from damage caused by the elements, deterioration due to the passage of time, act of God, common enemy, thieves, vandals, malicious mischief makers, explosion, unavoidable accidents, insurrection, riots, or by the order of any military or civic authority whether the damage be direct or collateral.

**Article IV.    Care.**

**Sec. 22-79.    Care defined.**

"Care" means maintenance of roadways and pathways and city-owned buildings within the cemetery, including the perimeter fence. The term includes the equipment and vehicles necessary to maintain the cemetery.

**Sec. 22-80. Care exceptions.**

The term "care" shall not be construed as meaning the maintenance, repair or replacement of any gravestones, monumental structures, sheds or memorials placed or erected upon plots or grave sites; nor the planting of flowers or ornamental plants; nor the doing of any special or unusual maintenance work in the cemetery or mausoleums; nor does it mean the repair or reconstruction of any marble, granite, bronze or concrete work on any section or plot or any portion or portions thereof in the cemetery, or any mausoleum or other buildings or structures, caused by the elements, act of God, common enemy, thieves, vandals, malicious mischief maker, explosion, unavoidable accidents, insurrections, riots, or by order any military or civil authority.

**Sec. 22-81. Cut flowers.**

Cut flowers may be placed in permitted receptacles and remain during such time as they are not wilted. At such time all wilted flowers must be removed promptly. Management shall have the right to remove wilted flowers if the plot owner fails to do so. Plastic flowers are discouraged. Glass flower receptacles are prohibited due to breakage.



**Sec. 22-82. Perpetual care fee.**

A fee of \$75.00 will be levied for each burial. This fee will ensure a separate account for the perpetual care of the streets, pathways and buildings within the cemetery. The interment of ashes is exempt from this fee.

**Article V. Cremation.**

**Sec. 22-83. Cremation.**

All cremated remains interred in the cemetery must have city of Key West cemetery form #1 (interview form) completed and submitted to the sexton.

**Sec. 22-84. Containers.**

All cremated remains are to be received in an urn or container acceptable to cemetery standards. Only remains designated for scattering will be accepted in a cardboard box and the cemetery shall be responsible for proper disposal of the box.

**Article VI. Miscellaneous.**

**Sec. 22-85. Right to replat, regrade and use property.**

The right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape and size, or otherwise to change all or any part, portion or subdivision of

the cemetery (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives), and to file amended maps or plats thereof, and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the interment of human remains, or other cemetery purposes, together with easements and rights of ways over and through the cemetery, and the right and privilege of installing, maintaining and operation pipelines, is hereby expressly reserved by management.

**Sec. 22-86. Exemptions.**

Special cases may arise in which the literal enforcement of the regulations of this chapter 22 may impose unnecessary hardship. Management, therefore, reserves the right to make reasonable exceptions, suspensions, or modifications in these regulations. A temporary exception, suspension or modification shall in no way be construed as affecting the general application of these regulations.

**Sec. 22-87. Interpretation.**

In the event of a misunderstanding or dispute involving the meaning of any of regulations set forth in this chapter 22, and to the extent that rights are observed and protected, the interpretation by the management of the cemetery shall be final.

Section 3. If any section, provision, clause, phrase, or application of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, the remaining provisions of this Ordinance shall be deemed severable therefrom and shall be construed as reasonable and necessary to achieve the lawful purposes of this Ordinance.

Section 4. All Ordinances or parts of Ordinances of said City in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

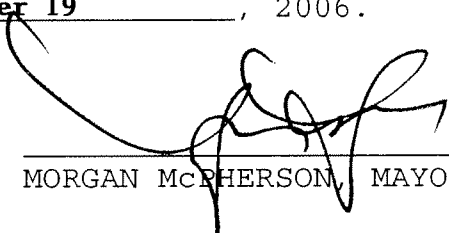
Section 5. This Ordinance shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Read and passed on first reading at a regular meeting held this 21 day of November, 2006.

Read and passed on final reading at a regular meeting held this 5 day of December, 2006.

Authenticated by the presiding officer and Clerk of the Commission on 19 day of December, 2006.

Filed with the Clerk December 19, 2006.

  
MORGAN MCPHERSON, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK